

# Exhibit C



Wayne L. Franks

Professional Designer/Owner

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October 9<sup>th</sup>, 2017

Debra B. Norris

4306 Yoakum Blvd. Ste. 205

Houston, Texas 77006

Via Certified & Postal Mail / Email

Re: Reply to Correspondence of September 29<sup>th</sup>, 2017

Ms. Norris:

Please be advised I am replying to your correspondence dated September 29<sup>th</sup>, 2017

We have reached out to this client to try to remedy the situation on many occasions only to have the tasks and scope of work changed, crews canceled to work that day planned, pushed back or the client refusing to let us work.

When and if we go through the discovery process we will document the following:

Three occasions the client did not want work to be done when scheduling was confirmed by the client 24 hours before our crews were on site that morning with materials ready to work. The client turned the crews away to work.

At least one occasion the client had others perform while we waited for this work to be completed so we could work. This caused a three week delay.

Other occasions the client changed the scope of work outside of the design plans. Some of the modifications were very concerning to us and we told the client that they would cause structural integrity of the ceiling. This was communicated to the client only to have them relentlessly push back to do it how they wanted it done.

I understand that family illness and other situations arise. The client on several occasions left town, was ill, or had a family member ill, or for reasons beyond explanation canceled work only to call days later and inquire why we weren't there working.

On another occasion the client has asked sub-contractors to do extra work and paid for the work directly to the sub-contractor without giving me any notice.

Design and finish material meetings canceled twice by the client.

This is the first time I have heard anything about any water leaks except for one we already fixed in the living room.

We have a contract that states when draws are to be paid. (Attached) I have written the client no less than three times to collect on an invoice that is owed.

We truly wish progress could be faster, but the widespread devastation has severely affected the Outdoor Homescapes of Houston family as well. Many of our own crew members' own homes and cars have been destroyed, prompting them to find emergency housing far away from job sites and hindering their efforts to even make it to work. So we've spent a lot of time and money just getting them back in their homes with reliable transportation just so they can get back on the job.

At the same time, we've been completely inundated with urgent requests for people needing emergency home repairs and remediation. And to be completely honest, the money spent getting our own people back to work has drained our financial reserves to the point where we've had to take on as much new work as we can.

Again, we apologize for the delay and inconvenience. We're all feeling the pain of this catastrophic event, and ask for your understanding while we get back on our feet.

The contract does not specify tile for the pool deck. I spoke with the client several times that there would be a 1' lip above the pool coping if we installed tile for the pool deck. My apologies for my designer showing the client the wrong finish material, but the client KNOWS we had several conversations about this that it was dangerous and would not be an accepted construction practice to install tile on the pool deck.

We're sorry the project took so long, but we wanted to deliver quality and get it right as we do not sacrifice quality.

Again, we have reached out to the client to try to make this situation right and, as you can see from our 40-some positive reviews on Houzz and Best of Houzz designation for customer service the past three years - this is not the usual standard we hold ourselves to. We value your feedback and welcome any opportunity to address your concerns.

**I am in receipt of any of your attachments (Notice of default 1, 2, 3; 3 files)**

**I am not in receipt of attachments A through O.**

**Only your letter was received with three files.**



I have attached the following:

1. Demand Letter For Payment
2. Affidavit Of Mechanics Lien (To Be Notarized)
3. Copy Of Signed Contract
4. Invoice

I take customer service and complaints very seriously. If we are not able to come to an agreeable resolution by October 31, 2017 and you start litigation count on a vigorous defense of my company's reputation and defense with many costly hours of counter litigation.

Thank you for your attention and consideration regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wayne Franks", with a long horizontal flourish extending to the right.

Wayne Franks